

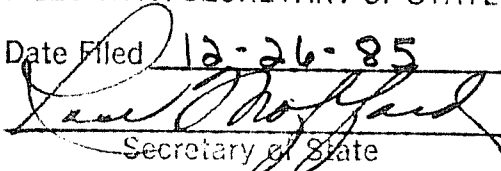
85-04

AC. CONTRACT NO. 85-741

39487

Project: IR-10-3(194)C, (185)RW
Fund: 82511
Section: Ray Road T.I.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER
AND
THE CITY OF PHOENIX

NO. <u>10819</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12-26-85</u>
 Secretary of State

THIS AGREEMENT entered into this 6TH day of DECEMBER, 1985, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of Chandler, acting by and through its City Council, hereinafter called "Chandler", and the City of Phoenix, acting by and through its City Council, hereinafter called "Phoenix".

WHEREAS, State is empowered by Section 28-108, Arizona Revised Statutes, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, Chandler is empowered by Sections 11-951 through 11-954, Arizona Revised Statutes, and by Article I, Section 1.03, of the Charter for the City of Chandler, to enter into this agreement and acting by and through its duly elected governing body, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of Chandler; and

WHEREAS, Phoenix is empowered by Section 9-672B, Arizona Revised Statutes, and Chapter II, Section 2, of the Phoenix City Charter, to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of Phoenix; and

WHEREAS, due to increased traffic in the Chandler-Phoenix area at the Ray Road - Interstate 10 intersection, it is desired by Chandler, Phoenix and State to establish an interchange at the Ray Road - I-10 intersection; and

WHEREAS, the cost of said interchange is estimated to be \$7,653,434.00 to be paid by the parties hereto in the manner set out below. Chandler and

Phoenix shall not be required to pay more than 7% additional construction cost if construction cost exceeds \$3,800,000.

NOW, THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Hire an engineering consulting firm to design the interchange and prepare construction plans.
2. Following its usual procedure, hire a construction firm to build the interchange to State's specifications.
3. Pay engineering and construction costs for said interchange and receive reimbursement from the other parties hereto for their agreed proportion of the costs.

PHOENIX AND CHANDLER SHALL:

1. Acquire all real property needed for right of way upon which to construct the proposed interchange and its associated ramps and frontage roads.
2. Prior to start of construction, transfer to State all right, title and interest in and to the real property secured for right of way purposes.
3. Determine, based upon appraisal values, the total cost of the real property transferred to State. If said cost is less than 50% of the total cost of the traffic interchange, pay to State the difference in cost of the real property and 50% of the total interchange cost. If said real property cost exceeds 50% of total interchange cost, submit to State a bill for the amount in excess of 50%.
4. Secure real property appraisal reports on each parcel of property required for right of way purposes and furnish one copy of each report to State for State's approval.
5. Pay to State an amount equal to 50% of the total interchange cost, less the cost expended by Phoenix in securing the appraisal reports mentioned above.
6. Save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers, or employees from any and all cost and/or damage incurred by any of the above and from any damage to any other person or property whatsoever, which is caused by any activity, condition, or event arising out of the acquisition of necessary right of way by Phoenix or Chandler, any of their departments, agencies, officers and employees. Costs

incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorney's fees.

The parties hereto further agree that:

To the extent permitted by law, State, Chandler and Phoenix agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State, Chandler or Phoenix, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault, whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgment on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid; provided, however, that this agreement may be cancelled by any party upon 30 days' written notice to the other parties.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes, as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of Phoenix's resolution passed by its City Council, a copy of Chandler's resolution passed by its duly elected governing body, a copy of the written determination

of the appropriate attorney that each City is authorized under the laws of the State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

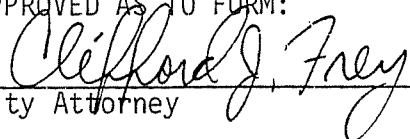
CITY OF CHANDLER, a municipal
corporation

By: 


ATTEST:


City Clerk CITY CLERK


APPROVED AS TO FORM:


City Attorney

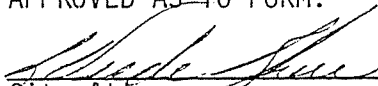
CITY OF PHOENIX, a municipal
corporation
MARVIN A. ANDREWS, City Manager

By: 

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney
ACTING EPK

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 

W. O. FORD
State Engineer


PROJECT: IR-10-3(194)

SECTION: Ray Road Traffic
Interchange

RESOLUTION

BE IT RESOLVED on this 1st day of August, 1985, that I, Charles L. Miller, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Chandler and the City of Phoenix for construction of a traffic interchange at the intersection of Ray Road and Interstate 10.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of Transportation

JDC:ks

ORDINANCE NO. S 15967

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, THE CITY OF CHANDLER AND THE CITY OF PHOENIX TO ACQUIRE RIGHT-OF-WAY AND CONSTRUCT AN INTERCHANGE AT RAY ROAD AND INTERSTATE 10; AUTHORIZING THE CITY AUDITOR TO DISBURSE NECESSARY PAYMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, development in the area of Ray Road and Interstate 10 has resulted in increased traffic requiring an interchange at that intersection, and

WHEREAS, the City of Phoenix, the City of Chandler and the State of Arizona are authorized by law to enter an intergovernmental agreement for the purpose of acquiring land, constructing the interchange and sharing the cost thereof, and

WHEREAS, the share of the City of Phoenix will be substantially made by abutting property owners dedicating land for right-of-way,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager is hereby authorized to execute a contract on behalf of the City of Phoenix with the State of Arizona and the City of Chandler to acquire right-of-way and construct an interchange at the intersection of Ray Road and Interstate 10 in accordance with the form of contract attached hereto, marked Exhibit A and by this reference made a part hereof.

SECTION 2. That the City Auditor is authorized to make payments required by the agreement authorized by Section 1 of this ordinance.

SECTION 3. WHEREAS, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this 11
day of SEPTEMBER, 1985.

TERRY GODDARD

M A Y O R

ATTEST:

VICKY WELLS

ACTING

City Clerk

APPROVED AS TO FORM:

L. VERDE RHUE

ACTING

City Attorney

REVIEWED BY:

PETER F. STARRETT

ASSISTANT

City Manager

Ref.

DPK
EPR:kf:2537V
08/30/85



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 85-741, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of December, 1985.

ROBERT K. CORBIN
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath".

Assistant Attorney General
Transportation Division

REGULAR MEETING
AUGUST 29, 1985
PAGE 16

- b. Approval by the Director of Planning and Development of streetscape plans for the patio home portion.
- c. Conformance with conditions of zoning.

61. Z85-80 Priceless Too - Request for a Use Permit to install additional video games at 3029 N. Alma School Road - CONTINUED

Recommended a continuance to the September 12th Council Meeting, at the applicant's request.

66. Redevelopment and Area Plan Consultant Selection Committee Ranking - APPROVED

Requested to approve the ranking of consulting firms for the preparation of Area and Redevelopment Plans. The Consultant Selection Committee has reviewed the consultants' qualifications and submitted the following ranking: 1) BRW, 2) Peter A. Lendrum and Associates, 3) MGBA, 4) Cella Barr Associates, and 5) The Arroyo Group.

67. Ray Road Interchange: a) Authorize Mayor to sign agreements with property owners for right-of-way and/or contributions toward construction of Ray Road/I-10 interchange; b) Authorize Mayor to sign the intergovernmental agreement with ADOT and City of Phoenix for construction of Ray Road/I-10 Interchange - APPROVED

Requested to authorize the Mayor to sign agreements with property owners for right-of-way and/or contributions toward construction of Ray Road/I-10 interchange and to sign the intergovernmental agreement with ADOT and City of Phoenix for construction of Ray Road/I-10 interchange. The state of Arizona will pay 50% of the total cost of the interchange, including right-of-way and construction costs. The cities of Phoenix and Chandler are responsible for paying the remaining 50% (or 25% each). To achieve the local 50% match, the cities developed a cost sharing formula which would charge benefiting property owners, with property owners closest to the freeway interchange on Ray Road paying a higher proportion of the cost than those farther away from the interchange.

Agreements have been prepared to go to the property owners for their final commitment to proceed. The intergovernmental agreement between the cities and ADOT would formalize ADOT's agreement to construct the interchange.

Construction would begin in November 1985 with projected completion in August or September of 1986. This construction period would closely conform to the City's proposed completion of ID #47 and ID #52 which would complete Ray Road from the interchange to Price Road with north/south connections to Williams Field Road at Kyrene, Rural, and McClintock.

68. Emergency Ordinance #1541 - Granting Easement for Electric Service to Temporary City Buildings - APPROVED

Requested to pass and adopt Ordinance #1541 which grants a six foot wide easement to Arizona Public Service Company needed to provide electric service



CITY OF CHANDLER
Office of the City Attorney

November 20, 1985

Mr. Bob Helmandollar
ARIZONA DEPARTMENT OF TRANSPORTATION
205 S. 17th Avenue, Suite E-330
Phoenix, Arizona

RE: Intergovernmental Agreement - ADOT and
City of Chandler (Ray Road Interchange)

Dear Mr. Helmandollar:

As attorney for the City of Chandler, I reviewed the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Chandler concerning the I-10/Ray Road Interchange construction project. This Agreement was approved by the City Council at its regularly scheduled meeting on August 29, 1985.

The City of Chandler has authority to enter into this Agreement pursuant to A.R.S. 11-952 and the Charter for the City of Chandler. It is my opinion that this Agreement is in proper form and is legally binding upon the City of Chandler.

Sincerely yours,

Clifford J. Frey

Clifford J. Frey

CJF/rl

cc: Don Brown
City Manager

RECEIVED
NOV 25 1985
RIGHT OF WAY SECTION
A.D.O.T.